

Let's say they are covered by a health care network, and Dave's wife saw her PCP, who arranged her hospital admission. Since these would be in-network services, Dave and his wife would be responsible only for the \$60 hospital admission co-payment; they would receive \$140 from the plan.

Benefits available under the HCN	\$940 (\$1,000 - \$60)
Benefits available under the primary plan	<u>800</u>
Amount reimbursed from the CHCP	\$140

If they were covered by the PPO and Dave's wife saw a non-PPO provider, they would receive an additional \$100 from the plan, assuming she had already met her non-PPO deductible.

Benefits available under PPO/non-PPO	\$900
Benefits available under the primary plan	<u>800</u>
Amount reimbursed from the CHCP	\$100

On the other hand, if the other plan has equal or greater benefits, this plan will not provide additional benefits. The Comprehensive Health Care Plan requires that you provide the Company with current information on other health care coverage you have. Otherwise, payments from this plan will be delayed or denied.

If your spouse is also employed by an Ameritech company, and covered by the Comprehensive Health Care Plan, either you or your spouse should enroll all your family members. This ensures that the family deductible is applied to your claims and will save you from paying needless out-of-pocket expenses.

If you are injured or disabled by the negligent or wrongful act or omission of another person, that person is usually liable for any medical or disability costs that may result. However, collecting from this person may take a long time. The plan will reimburse you for these medical expenses, but reserves the right to seek repayment of those expenses from the responsible person.

Terminating the Plan

The Company expects to continue this plan indefinitely. However, it reserves the right to amend or terminate the plan at any time with respect to retirees, employees, and their dependents.

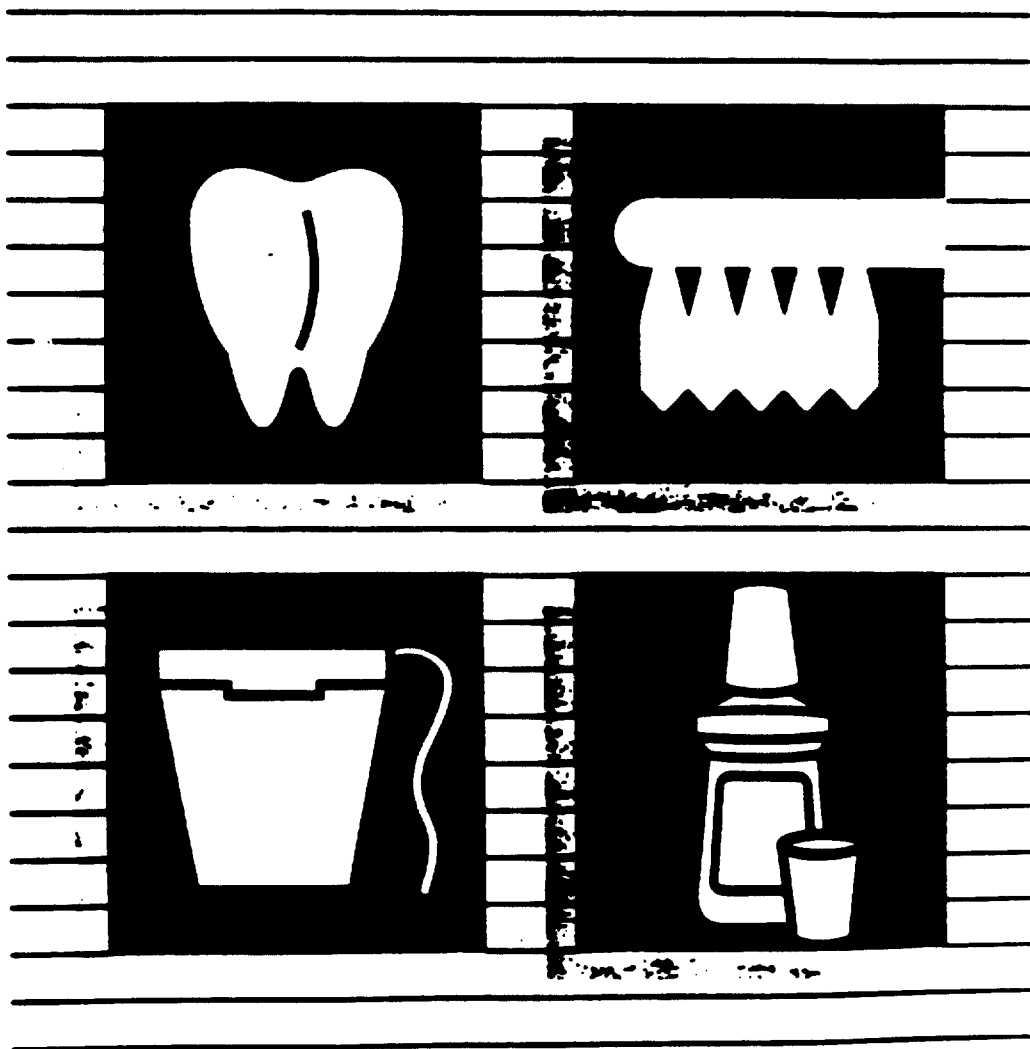
Funding of the Plan

The Comprehensive Health Care Plan is a self-insured plan. As such, the Company reimburses the claims processor(s) for the cost of claims and pays an administrative fee for this service. Expenses for the Comprehensive Health Care Plan for active employees are paid from Company operating expenses.

Expenses for retired employees are paid from the Voluntary Employee Benefits Association (VEBA) Trust, which is funded from Company operating expenses, and the Retiree Medical Assurance Plan (RMAP), which may be funded by retiree contributions.

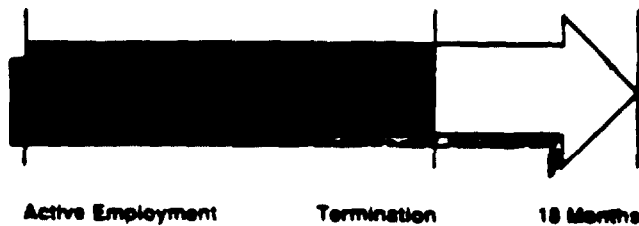
Ameritech Dental Expense Plan

Summary Plan Description



COBRA (Consolidated Omnibus Budget Reconciliation Act)

Extended Coverage Beyond Active Employment



Legislation adopted January 1, 1987 allows you to continue your Dental Expense Plan coverage for yourself and your covered dependents for up to 18 months if your coverage ends because:

- Your employment ends (except if you were terminated for gross misconduct); or
- You are no longer eligible for coverage because of a reduction in your work hours.

You can continue Dental Expense Plan coverage for your eligible dependents up to 36 months if their coverage ends because of:

- Your death;
- Your divorce or legal separation; or
- Your child no longer qualifies for dependent coverage under the plan.

It is your or your dependent's responsibility to inform the Benefit Office as soon as possible if any of these events occur, but no later than 60 days after the effective date of the event in order to qualify for COBRA rights.

If you want to continue your or your dependent's dental coverage, you will be required to pay the full cost of the coverage plus a 2% administrative fee.

To elect continued coverage, contact the Benefit Office for an election form and information about the cost of coverage or payment method. You must elect to continue your coverage within 60 days after the coverage under the plan has ended or the election form is received, whichever is later.

You have 45 days after you elect continued coverage to pay any back premiums owed to avoid a gap in coverage.

Continuation coverage will stop before the end of the indicated time period if:

- You or your dependents become covered under another group dental plan;
- The required premiums are not paid; or
- The Company terminates all group dental plans.

Terminating the Plan

The Company expects to continue this plan indefinitely. However, it reserves the right to amend or terminate the plan at any time with respect to retirees, employees and their dependents. Amendments and termination of the plan would be subject to any applicable collective bargaining agreements with respect to employees and their dependents.

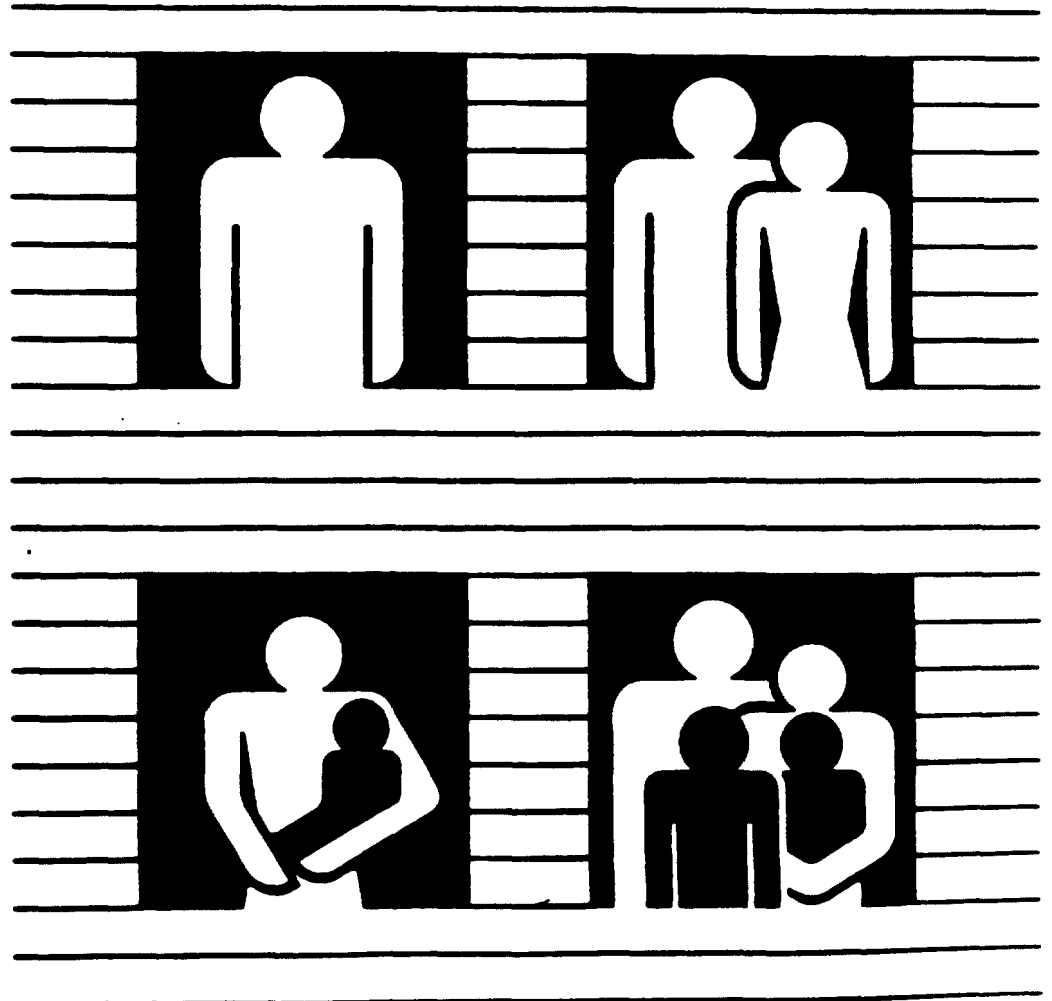
Funding of the Plan

The Dental Expense Plan is a self-insured plan. As such, the Company reimburses the claims processor for the cost of claims and pays an administrative fee for this service. Expenses of the Dental Expense Plan are paid from company operating expenses.



Ameritech Life Insurance Program

Summary Plan Description



Program Funding

The Company pays the cost for all Program benefits other than Supplementary Life Insurance and Dependent Life Insurance. Both of these coverages are funded completely by employee contributions.

In the case of all benefits for Basic Life Insurance, Accidental Death and Dismemberment Insurance and Special Accident Insurance, the coverages are fully "combined for experience." Experience is how many claims are made to the Plan. Also, the costs are accumulated from year to year. This means that the costs of these coverages are determined by combining the experience of the three plans.

If in any year there is unfavorable experience for the Dependent Life Plan and favorable experience for the Basic Life, AD&D and Special Accident Plans, the experience on all three will be combined with Dependent Life Insurance to offset the deficit under the Dependent Life Plan. And, if in any future year, there is favorable experience for Dependent Life Insurance and unfavorable experience for Basic Life, AD&D and Special Accident Insurance, any divisible surplus for Dependent Life Insurance may be applied to offset the deficit under Basic Life, AD&D and Special Accident, but only to the extent of any amounts previously transferred to Dependent Life Insurance from those coverages.

Program Records

The Life Insurance Program and all of its records are kept on a calendar year basis beginning January 1 and ending December 31 of each year.

Program Continuance

The Company fully intends to continue the Life Insurance Program indefinitely, but reserves the right to end or amend it according to applicable collective bargaining agreements with respect to employees and their dependents. Should the Program be discontinued, claims based on events preceding the date of discontinuance will be honored.

Program Documents

This information describes only the highlights of the Program. It does not attempt to cover all details. These are contained in the Life Insurance contracts issued by the insurance company which legally governs the operation of the Program. The contract as well as the annual report of the program operations and program description, as filed with the U.S. Department of Labor, are available for review by program participants or their beneficiaries in the Secretary's Office or at your local Benefit Office during normal working hours.

Upon written request, copies of any or all of these documents will be furnished to you or your beneficiary within 30 days. You will be charged a reasonable fee for copies of the documents requested unless federal law requires that the documents be furnished without charge. To obtain copies of these documents, write to:

American Information Technologies Corporation
30 South Wacker Drive, Suite 3400
Chicago, IL 60606

AGREEMENT

This Agreement entered into the 28th day of June, 1992, by and between the ILLINOIS BELL TELEPHONE COMPANY which may be hereinafter referred to as the "Company" and LOCAL UNIONS NO. 165, 336 and 399 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the American Federation of Labor-Congress of Industrial Organizations which may be hereinafter referred to collectively as the "Union" and individually as "Local Union No.".

WITNESSETH THAT

WHEREAS, the Company recognizes the Union as the exclusive bargaining agency for those groups of employees of the Company, respectively, hereinafter specified; and

WHEREAS, the parties desire to establish standards of conditions of employment applicable to such groups of employees, respectively, and under which they shall work for the Company during the tenure of this Agreement, and desire to regulate employment relations between the parties for the purpose of securing harmonious cooperation and the settling by peaceful means of disputes that may arise affecting the employer-employee relationship:

NOW, THEREFORE, in consideration of the mutual promises an agreement herinto entered, the parties agree as follows:

1

‡ Denotes Change

ILLINOIS IBEW OPERATIONS**ARTICLE 24
Employees' Pension
and Benefit Plan**

No change shall be made in the terms of the existing "Ameritech Pension Plan" and/or "Sickness and Accident Disability Plan" or their successor Plans, which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by this Union without the consent of the Union.

There shall be no negotiations upon changes in the "Plan" during the period of this Agreement, except by mutual agreement. Such negotiations shall not extend more than thirty (30) days after such mutual agreement is reached.

Disputes involving the true intent and meaning of this Article may be submitted to the grievance and arbitration procedures of this contract. Nothing herein shall be construed to subject the "Plan" or its administration or the terms of a proposed change in the "Plan" to such procedures.

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ARTICLES OF AGREEMENT
between
ILLINOIS BELL TELEPHONE
COMPANY
and
LOCAL UNIONS 165 and 399
of the
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

This Agreement is made as of June 28, 1992, by and between the ILLINOIS BELL TELEPHONE COMPANY (hereinafter called the "Company") and LOCAL UNIONS 165 and 399 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (hereinafter called the "Union").

This Agreement shall be binding upon the parties. The parties hereto agree with each other as follows:

ARTICLE I

REPRESENTATION AND RECOGNITION

- 1.01 The Union, having been certified by the National Labor Relations Board as the bargaining agency for employees in the Comptroller's, Information Services, and Support Services Departments, is hereby recognized by the Company as the exclusive bargaining representative for all such employees, and the Company agrees to so

1

‡ Denotes Change

ILLINOIS IBEW COMPTROLLERS

ARTICLE 29

EMPLOYEES' PENSION AND BENEFIT PLAN

- 29.01 No change shall be made in the terms of the existing "Ameritech Pension Plan" and/or the "Sickness and Accident Disability Plan" or their successor Plans which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by this Union without the consent of the Union.
- 29.02 There shall be no negotiations upon changes in the "Plan" during the period of this Agreement, except by mutual agreement. Such negotiations shall not extend more than thirty (30) days after such mutual agreement is reached.
- 29.03 Disputes involving the true intent and meaning of this Article may be submitted to the grievance and arbitration procedures of this contract. Nothing herein shall be construed to subject the "Plan" or its administration or the terms of a proposed change in the "Plan" to such procedures.

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**ARTICLES OF AGREEMENT
BETWEEN
ILLINOIS BELL TELEPHONE COMPANY
AND
LOCAL 188
INTERNATIONAL BROTHERHOOD
OF
ELECTRICAL WORKERS**

THIS AGREEMENT, made and entered into this 28th day of June, 1992, by and between the Illinois Bell Telephone Company, a corporation, hereinafter referred to as the "Company", and the International Brotherhood of Electrical Workers, Local 188, hereinafter referred to as the "Union".

WHEREAS, the Company hereby recognizes the Union as the sole collective bargaining agent for all non-supervisory employees whose regular reporting location is within the City of Chicago and who are part of the administrative segments listed in Article I and whose job titles are listed in Exhibit A. The employees so represented are referred to in this Agreement as "employees".

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

ILLINOIS IBEW 188

ARTICLE 20
Employee Benefits

- 20.01 As changes are made in the terms of the existing "Ameritech Pension Plan" and/or the "Sickness and Accident Disability Plan" or their successor Plans, health care benefits or Group Life Insurance, the Company will notify the Union.

AGREEMENT

THIS AGREEMENT, made and entered into the 28th day of June, 1992, by and between Illinois Bell Telephone Company, an Illinois corporation, hereinafter called the "Company", and the International Brotherhood of Electrical Workers, Local 383, hereinafter called the "Union".

WITNESSETH:

ARTICLE I**Recognition**

- 1.01 The Company recognizes the Union as the exclusive bargaining representative for all non-supervisory employees, whose regular reporting locations are outside the City of Chicago (excluding that portion of the Southwest District included in 14-RC-7811) in respect to rates of pay, wages, hours of employment and other conditions of employment (within the meaning of the Labor Management Relations Act, 1947, as amended) whose job titles and classifications are included in the wage guide marked Exhibits A attached hereto and who are part of the following administrative segments:

Business Services	*
Consumer Sales & Servicing	*
Centralized Centers Coin & Support	*
Access Services	*

1

‡ Denotes Change

ILLINOIS IBEW 383

**ARTICLE 26
Benefits**

- 26.01 As changes are made in the terms of the existing "Ameritech Pension Plan", "Sickness and Accident Disability Benefit Plan", or their successor Plans and health care benefits as applied to employees, the Company will notify the Union.

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AGREEMENT

The Communications Workers of America, hereinafter called the "Union", and the Illinois Bell Telephone Company, hereinafter called the "Company", do hereby on this 9th day of August 1992, enter into the following Agreement to establish the wages and working conditions of the employees in the bargaining unit currently under the jurisdiction of Locals 4201-4203, 4209, 4211-4216 and 4217.

RECOGNITION

The Union, having been certified by the National Labor Relations Board, is recognized by the Company as the exclusive representative for the purpose of collective bargaining for all non-supervisory employees (within the meaning of the Labor Management Relations Act, 1947) who are part of the Operator Services Group within the Number Services Organization of the Company except for those employees handling Operator Services work in Personnel Offices. The Union also represents certain other non-supervisory employees whose titles are listed in this Agreement in the following organizations:

Assistant Vice President - Planning and Engineering

General Manager - Network Operations

Comptroller - Comptrollers

ILLINOIS CWA CONTRACT

ARTICLE 32

PENSIONS, DISABILITY BENEFITS,
AND DEATH BENEFITS

- 32.01 During the term of this Agreement, no change may be made without the consent of the Union in the existing "Ameritech Pension Plan" and/or the "Sickness and Accident Disability Plan" or their successor Plans which would reduce or diminish the benefits or privileges provided thereunder. Any claim that such benefits or privileges have been so diminished or reduced may be presented as a grievance and if not resolved by the parties under their grievance machinery may be submitted to arbitration pursuant to the provisions of Article 5 hereof but in any such case any decision or action of the Company shall be controlling unless shown to have been discriminatory or in bad faith and only the question of bad faith or discrimination shall be subject to the grievance procedure or arbitration.

ILLINOIS CWA SOUTHWEST

ARTICLE 30

PENSIONS, DISABILITY BENEFITS,
AND DEATH BENEFITS

- 30.01 During the term of this Agreement, no change may be made without the consent of the Union in the existing "Ameritech Pension Plan" and/or the "Sickness and Accident Disability Plan" or their successor Plans which would reduce or diminish the benefits or privileges provided thereunder. Any claim that such benefits or privileges have been so diminished or reduced may be presented as a grievance and if not resolved by the parties under their grievance machinery may be submitted to arbitration pursuant to the provisions of Article 4 hereof but in any such case any decision or action of the Company shall be controlling unless shown to have been discriminatory or in bad faith and only the question of bad faith or discrimination shall be subject to the grievance procedure or arbitration.

INDIANA BELL TELEPHONE COMPANY, INCORPORATED, hereinafter referred to as "the Company", and COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as "the Union", do hereby enter into the following Agreement.

ARTICLE 1 RECOGNITION

SECTION 1. Bargaining Unit and Recognition—The Company recognizes the Union as the sole collective bargaining agent with respect to rates of pay, wages, hours of work and other conditions of employment for all regular and temporary employees in the Company who are both eligible for Union representation and whose authorized job titles are listed for the designated locality wage groups in the appropriate Appendices of this Agreement.

SECTION 2. Rights of Employees—Neither the Company nor the Union shall in any manner discriminate against, interfere with, restrain or coerce employees because of union membership or non-membership, or because of participation or non-participation in activities in behalf of the Union.

SECTION 3. Definition of Appropriate Properly Designated Department Head—The term "appropriate properly designated Department Head" as used in the Articles, Sections, and Appendices of this Agreement means the general manager, vice president or other manager who heads the department in which an employee is normally assigned.

SECTION 4. Non-Discrimination of Employees—In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age or national origin or because the employee is a qualified individual with a disability, a disabled veteran or a veteran of the Vietnam era.

The use of the masculine or feminine gender in this Agreement shall be construed as including both genders and not as sex limitations unless the Agreement clearly requires a different construction.

INDIANA / CWA CONTRACT**ARTICLE 9 - BENEFIT PLAN AND PENSION PLAN**

SECTION 1. Changes in Existing "Sickness and Accident Disability Benefit Plan" and "Ameritech Pension Plan" - During the life of this Agreement, no change which will affect the employees within the bargaining unit may be made in the terms of the existing "Sickness and Accident Disability Benefit Plan" and the "Ameritech Pension Plan", except as follows:

- (A) No change which would reduce or diminish the benefits or privileges provided by the Plans may be made without the agreement of the Union.**
- (B) No change which would increase or enlarge the benefits or privileges provided by the Plans may be made without notice to the Union and an offer to bargain during the sixty (60) calendar days following such notice.**

Any claim that this Section 1 (B) of this Article 9 has been violated shall be subject to arbitration under the provisions of Article 8 of this Agreement.

SECTION 2. Non-Arbitrability of "Sickness and Accident Disability Benefit Plan" and "Ameritech Pension Plan" Terms or Administration - Nothing herein shall be construed to subject the Plans or their administration to the arbitration procedures of Article 8 of this Agreement, but such matters may be subject to the grievance procedures of Article 7 of this Agreement. Likewise, nothing herein shall be construed to require the Company to bargain during the life of this Agreement, upon the request of the Union, on any changes in the Plans.

AGREEMENT

This Agreement entered into the 14th day of September, 1992, by and between the INDIANA BELL TELEPHONE COMPANY, INCORPORATED, which may be hereinafter referred to as the "Company" and LOCAL UNION 336 of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, affiliated with the American Federation of Labor-Congress of Industrial Organizations which may be hereinafter referred to as the "Union".

WITNESSETH THAT

WHEREAS, the Company recognizes the Union as the exclusive bargaining agency for those groups of employees of the Company, respectively, hereinafter specified; and

WHEREAS, the parties desire to establish standards of conditions of employment applicable to such groups of employees, respectively, and under which they shall work for the Company during the tenure of this Agreement, and desire to regulate employment relations between the parties for the purpose of securing harmonious cooperation and the settling by peaceful means of disputes that may arise affecting the employer-employee relationship.

NOW THEREFORE, in consideration of the mutual promises an agreement hereinto entered, the parties agree as follows:

ARTICLE 1 RECOGNITION

SECTION 1. The Company recognizes the Union as the exclusive bargaining agency for those employees of the Company whose occupations are currently represented by the Union and whose titles and classifications are included for the designated towns in the Wage Group Schedules, marked Exhibit "A", attached to and made a part of this Agreement.

INDIANA / IBEW CONTRACT**ARTICLE 24 - EMPLOYEES' PENSION PLAN AND BENEFIT PLAN**

No change shall be made in the terms of the existing "Sickness and Accident Disability Benefit Plan" and the "Ameritech Pension Plan" which would reduce or diminish the benefits or privileges provided thereunder as they apply to employees represented by this Union without the consent of the Union.

There shall be no negotiations upon changes in the "Plans" during the period of this Agreement, except by mutual agreement. Such negotiations shall not extend more than thirty days after such mutual agreement is reached.

Disputes involving the true intent and meaning of this Article may be submitted to the grievance and arbitration procedures of this contract. Nothing herein shall be construed to subject the "Plans" or their administration or the terms of a proposed change in the "Plans" to such procedures.

Classification
 Wage Rates, Changes in Starting Rates,
 n of Job Titles or Job Classifications
 Progression Treatment
 try Assignment and Wage Treatment
 nd Days of Work
 Pay
 Night and Midnight Differentials
 d For Future Use
 ir Differential
 ayments
 d For Future Use
 try Location Assignments and Travel Pay-

is
 Work Days

one by Supervisors
 Weather
 of Agreement
 Agreement
 ones
 Job Titles, Job Classifications and Wage
 sion Tables
 ob Titles, Job Classifications, Evening,
 d Midnight Differentials and Wage
 sion Tables
 ob Titles, Job Classifications and Wage
 sion Tables
 ob Titles, Job Classifications, Evening,
 d Midnight Differentials and Wage Pro-
 Tables
 Pension Band
 ce Record, Form 4687
 Allotment Authorization
 ument

PREAMBLE

The Communications Workers of America, hereinafter referred
 to as the "Union," and the Michigan Bell Telephone Company,
 hereinafter referred to as the "Company," do hereby on this
 ninth day of August, 1992 enter into the following Agreement.

MICHIGAN / CWA CONTRACTARTICLE 23
Benefit Plan

- 23.1 During the term of this Agreement, no change may be made without the consent of the Union in the existing "Plan for Employees' Pensions, Disability Benefits and Death Benefits" which would reduce or diminish the benefits or privileges provided thereunder.
- 23.2 Any claim that such benefits or privileges have been diminished or reduced may be processed as provided in Article 14, Grievance Procedure, and if not resolved thereunder by the parties may be submitted to arbitration as provided in Article 15, Arbitration, but in any such case any decision or action of the Company shall be controlling unless shown to have been discriminatory or in bad faith and only the question of bad faith or discrimination shall be subject to the provisions of Article 14 and 15.

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CONTRACT
between
COMMUNICATIONS WORKERS OF AMERICA
and
THE OHIO BELL TELEPHONE COMPANY
Dated September 23, 1982

This Contract is entered into between the Communications Workers of America, hereinafter called the "Union", and The Ohio Bell Telephone Company, hereinafter called the "Company".

WITNESSETH:

THAT, in consideration of the mutual promises herein contained, the parties hereto agree each with the other as follows:

ARTICLE 1
Recognition

The Union having been certified by the National Labor Relations Board on February 7, 1960, the Company recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, for all of its employees as one unit, but excluding confidential employees and excluding professional employees and supervisors as defined in the Labor Management Relations Act, 1947.

ARTICLE 1A
Non-Discrimination

In a desire to restate their respective policies, neither the Company nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, citizenship status, sex, sexual preference, age or national origin or because such employee is a qualified individual with a disability, a disabled veteran or a veteran of the Vietnam era.

ARTICLE 2
Definitions - General

Section 1.

As used in this Contract, the following terms shall have the following meanings:

- 1.1 "Employee(s)", except as otherwise specifically provided in this Contract, shall mean all employees of the Company except confidential employees, and except professional employees and supervisors as defined in the Labor Management Relations Act, 1947.

*OHIO CONTRACT DOES NOT
INCLUDE A "BENEFITS" ARTICLE.
REFERENCES TO BENEFITS ARE
IN LETTERS OF AGREEMENT ATTACHED.*

September 23, 1992

Mr. Robert D. Johnson
Vice President
Communications Workers of America
20525 Center Ridge Road - Room 700
Cleveland, Ohio 44116

Dear Mr. Johnson:

This will confirm our understanding of August 10, 1992, in which it was agreed that the Company will provide for continuation of health care coverage for terminated employees and their covered Class I dependents, surviving spouses and covered Class I dependents of deceased employees, or the divorced spouse and dependent minor children of active employees, in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986. Such former employee, or divorced or surviving spouse, must pay the applicable premium or equivalent premium charge for coverage under the health care plans as determined in accordance with the above act except to the extent provided in the paragraph below. Persons covered by this provision will have the opportunity to elect for coverage and must elect for coverage under the Company's Dental Expense and Vision Care Plans in conjunction with coverage under the Medical Plan, however, coverage under the Dental Expense and Vision Care Plans shall not be paid for by the Company.

Employees who are not eligible for a service pension and (1) whose employment is terminated as a result of layoff or application of the force adjustment procedures; or (2) who elect to leave the service of the Company pursuant to the provisions of the Supplemental Income Protection Program to accept a termination allowance and leave the service of the Company in lieu of reassignment to a different job title involving a reduction in pay or to locations requiring a change in residence and:

- (a) whose net credited service is five (5) years or more will be eligible for coverage under the Company's Medical Plan at Company expense for a period of six (6) months following the month in which employment is terminated.

- (b) whose net credited service is at least one (1) year but less than five (5) years will be eligible for coverage under the Company's Medical Plan at Company expense for a period of three (3) months following the month in which employment is terminated.

Payment of the expense by the Company, however, shall not extend the period of coverage beyond that required to be provided by the Consolidated Omnibus Budget Reconciliation Act of 1986.

Please signify your agreement to the foregoing by signing the original of this letter at the place indicated below and return it to me. A copy is attached for your records.

Very truly yours,



Vice President

Agreed:
COMMUNICATIONS WORKERS OF AMERICA

By



Vice President

Date: September 23, 1992